

PLAN COMMISSION RESOLUTION No. 01-31-11-01

**WHEREAS**, the Plan Commission has been asked to review and approve a proposed private access easement under the terms of Section 18-21(a) of the village code of the Village of Fontana-on-Geneva Lake; and

**WHEREAS**, the applicant has submitted an easement diagram (see Exhibit "A") and an easement maintenance agreement (see Exhibit "B") which said documents are incorporated herein by reference as set forth at length herein; and

**WHEREAS**, Plan Commission has considered the opinion of the Village of Fontana Fire Chief and Police Chief who have expressed their support for the needs of public safety with regard to the proposed easement.

**NOW, THEREFORE**, be it resolved by the Plan Commission for the Village of Fontana-on-Geneva Lake that the access easement depicted and described more specifically in Exhibit "A" and "B" attached hereto and incorporated herein by reference, is hereby approved by the Plan Commission and deemed to be adequate access and safe and convenient access within the meaning of section 18-21(a) of the Village of Fontana municipal code; provided, however, that there shall be no parking within said easement and signage shall be posted on the easement to that effect.

Dated this 31st day of January, 2011.

PLAN COMMISSION  
VILLAGE OF FONTANA-ON-GENEVA LAKE

By:   
George Spadoni, Plan Commission Chair

Attest:   
Dennis Martin, Village Clerk

# FARRIS, HANSEN & ASSOC. INC.

7 RIDGWAY COURT— P.O. BOX 437  
ELKHORN, WISCONSIN 53121  
PHONE (262) 723-2098  
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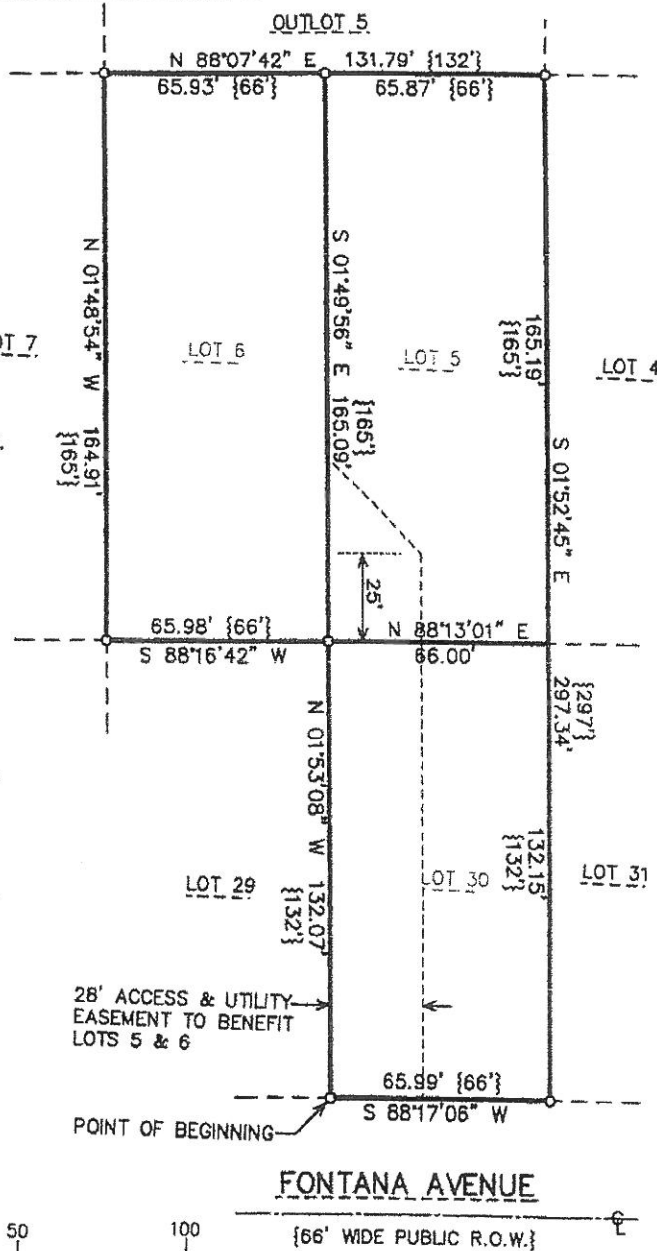
## 28' ACCESS & UTILITY EASEMENT LEGAL DESCRIPTION & SKETCH

### LEGEND

- = FOUND IRON PIPE STAKE, 1 3/8" O.D.
- {XXX} = RECORDED AS

NORTH  
WISCONSIN STATE PLANE  
COORDINATE SYSTEM  
SOUTH ZONE (NAD-27)  
S. LINE OF THE NE 1/4 OF  
SECTION 15-1-16  
S 89°46'38" W

RECEIVED  
JAN 25 2011  
VILLAGE OF FONTANA



100 90 80 70 60 50 40 30 20 10 0 50 100  
MAP SCALE IN FEET ORIGINAL 1" = 50'

### LEGAL DESCRIPTION ACCESS AND UTILITY EASEMENT

A STRIP OF LAND FOR INGRESS, EGRESS AND THE INSTALLATION AND MAINTENANCE OF UTILITIES ACROSS LOTS 5 AND 30, BLOCK 4 OF C.L. DOUGLAS ADDITION NO. 1, KNOWN AS THE ASSESSORS PLAT OF FONTANA TO BENEFIT LOTS 5 AND 6, BLOCK 4 OF SAID C.O. DOUGLAS ADDITION NO. 1, LOCATED IN PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 15, TOWN 1 NORTH, RANGE 16 EAST, WALWORTH COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT AN IRON PIPE STAKE FOUND MARKING THE SOUTHWEST CORNER OF SAID LOT 30; THENCE N 01°49'56" E, 132.07 FEET TO AN IRON PIPE STAKE FOUND MARKING THE NORTHWEST CORNER OF SAID LOT 30; THENCE CONTINUE ALONG THE WEST LINE OF SAID LOT 5, N 01°49'56" W, 52.98 FEET; THENCE S 46°49'56" E, 39.60 FEET TO A POINT 28 FEET EAST OF THE WEST LINE OF SAID LOT 5; THENCE S 01°49'56" E, 25.00 FEET TO THE SOUTH LINE OF SAID LOT 5; THENCE S 01°49'56" E, 165.09 FEET, PARALLEL AND 28 FEET EAST OF THE WEST LINE OF SAID LOT 30, 132.11 FEET TO THE NORTH LINE OF FONTANA AVENUE; THENCE S 88°17'06" W, 28.00 FEET TO THE POINT OF BEGINNING.

THIS INSTRUMENT DRAFTED  
BY PETER S. GORDON  
PROJECT NO. 8121  
DATED: 12/30/2010  
SHEET 1 OF 1 SHEETS  
REV 01-21-2011



SHARED DRIVEWAY AND UTILITY EASEMENT  
AND  
MAINTENANCE AGREEMENT

Whereas Geneva Lake Dream Homes, LLC, is the owner of the following described real estate:

Lots 5, 6 and 30, in Block 4, C.L. Douglas Addition, Part of Assessor's Plat No. 1, of the Village of Fontana on Geneva Lake, Walworth County, Wisconsin.

and

Whereas Geneva Lake Dream Homes, LLC, desires to create a Driveway and Utility Easement over part of Lots 30 and Lot 5 described above for the perpetual use of Lots 5 and 6 described above; and

Whereas, a Maintenance Agreement is necessary so that the future owners of the parcels described above may allocate the costs of maintenance and repairs;

Now therefore, this Agreement is created upon the following terms:

1. A non-exclusive Driveway Access and Utility Easement is hereby created over part of the west 28 feet of Lot 30 and part of the west 28 feet of the south 50 feet of Lot 5 of the above described parcels for the benefit of the owners of Lots 5 and 6, their successors, administrators and assigns. Which Easement is legally described as follows:

A strip of land for ingress, egress and the installation and maintenance of utilities across Lots 5 and 30, Block 4 of C.L. Douglas Addition No. 1, known as the Assessors Plat of Fontana to benefit Lots 5 and 6, Block 4 of said C.O. Douglas Addition No. 1, located in part of the Southeast 1/4 of the Northeast 1/4 of Section 15, Town 1 North, Range 16 East, Walworth County, Wisconsin, more particularly described as follows:  
Beginning at an iron pipe stake found marking the Southwest corner of said Lot 30; thence N 01 degrees 53' 08" W, 132.07 feet

to an iron pipe stake found marking the Northwest corner of said Lot 30; thence continue along the West line of said Lot 5, N 01 degrees 49' 56" W, 52.98 feet; thence S 46 degrees 49' 56" E, 39.60 feet to a point 28 feet East of the West line of said Lot 5; thence S 01 degrees 49' 56" E, 25.00 feet to the South line of said Lot 5; thence S 01 degrees 53' 08" E, parallel and 28 feet East of the West line of said Lot 30, 132.11 feet to the North line of Fontana Avenue; thence S 88 degrees 17' 06" W, 28.00 feet to the point of beginning.

2. The Easement shall operate for the benefit of the owners' of Lots 5 and 6, their agents, lessees, guests, invitees and other successors and assigns.
3. All costs of maintaining, repairing or replacing existing asphalt and shared utilities including plowing of snow shall be divided in two equal shares and paid by the owners of the Lots 5 and 6.
4. All decisions regarding maintenance repair, replacement and plowing shall be subject to approval of the owner of Lot 30. Such approval may not be unreasonably withheld and in no event shall be withheld to impede necessary access.
5. In the event any lot owner fails to pay the one-half obligation, the other lot owner may file suit to collect any unpaid portion together with interest at the rate of 12% per annum and actual reasonable attorney's fees.
6. The paved width of the driveway in the easement area may not exceed 18 feet without the advance written consent of the owners of Lot 30.
7. If any maintenance, repair or replacement work damages Lot 30, the area affected shall be restored to its prior condition within a reasonable period of time at the shared expense of the owners of Lots 5 and 6.
8. As a part of this Agreement, Geneva Lakes Dream Homes, LLC, also grants a perpetual access, maintenance and repair Easement to the Village of Fontana on Geneva Lake over the above described easement area for the purpose of maintaining water service up to the shut off valves of the three parcels described above.
9. This Easement and Maintenance Agreement shall be perpetual and binding upon the owners of all three of the above described lots, their heirs, successors, administrators and assigns.

DATED: January \_\_\_\_, 2011

Geneva Lake Dream Homes, LLC

BY: Ernie Tuchscherer

State of \_\_\_\_\_ )  
\_\_\_\_\_) County)

Personally came before me this \_\_\_\_\_ day of January, 2011, the above named Ernie Tuchscherer to me known to be the person who executed the foregoing instrument and acknowledge the same.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_  
My Commission is permanent/expires \_\_\_\_\_.

This document was drafted by: Attorney David A. Rasmussen  
P.O. Box 250, Walworth, WI 53184